

5/21/01

DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS  
RESTRICTIONS, EASEMENTS AND OWNERS MAINTENANCE ASSOCIATION  
OF SPRING HILL SUBDIVISION

THIS DECLARATION made this 11<sup>th</sup> day of May, 2001, by Spring Hill, L.L.C., a West Virginia Limited Liability Company,

WHEREAS, the undersigned Spring Hill, L.L.C., is owner and developer of that certain tract of real estate in Mill Creek District of Berkeley County, West Virginia, comprising what is known as Lots 1 through 28, 63 and 64 and 66 through 78, SPRING HILL Subdivision, as shown upon a plat thereof dated March 30, 2001, prepared by Thomas J. Cronin, PE, PS #9146, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet No. 9, at Slide 8, and

WHEREAS, to promote the orderly development of the Lots in SPRING HILL Subdivision by a general plan providing for future maintenance and property owners protections, the developers hereby desire to establish the following covenants, reservations, restrictions, easements and maintenance obligations.

THEREFORE, THIS DECLARATION WITNESSETH: That the said owners hereby certify, covenant and declare that Lots 1 through 28, 63 and 64, and 66 through 78, SPRING HILL Subdivision, are subject to and shall hereafter be sold subject to the following covenants, restrictions, reservations, conditions and association obligations which shall run with the land and accrue to the owners of all lots in said subdivision, to-wit:

1. Each lot conveyed in this subdivision shall be used for residential purposes solely. Each such lot shall be improved by not more than one single-family residence. A private garage and appurtenant structures usual and incidental to such single-family type residences and all driveways shall be concrete, paved, macadam, or a like substance and both shall be completed within one (1) year of Berkeley County Certificate of Occupancy. Any private detached garages or appurtenant structures shall be consistent with the general design of the residence and shall contain a minimum of 120 square feet of floor space and have a 10-foot width minimum.
2. Unless otherwise designated by plat notations, no building, no swimming pool, nor solid fence shall be constructed nearer than 20 feet to the line of any street upon which it faces, nor nearer than 5 feet to any side lot line.
3. No structure shall be greater than two stories in height, exclusive of an attic and basement. One-story residential structures, including but not limited to architectural design types generally known and designated as cape cod, rancher and split foyer, shall contain no less than 1,000 square feet interior living floor area on the ground floor for a one-story dwelling, and must have a 24-foot width minimum, and for a two-story dwelling, not less than 1,248 total interior living floor area

which shall include a minimum of 624 square feet interior living floor area on the ground floor and must have a 24' x 26' minimum foundation size. Porches, carports, garages and breezeways shall not be considered part of the interior living floor area. All homes must have broken roof lines. The Declarant, its successors and/or assigns shall appoint a two (2) person Architectural Review Board to approve or deny structural improvements to the real property described herein.

4. All residences shall have exterior finish of standard conventional finish materials, and no asbestos shingle, imitation brick or asphalt materials, nor real or imitation log, nor slab siding shall be used as a finished exterior wall upon any structure. Where concrete block, cinder block, tile block or similar construction material is used above the ground level, such walls shall be covered with brick or stone exterior or a parged finish, or stamped concrete finish.

5. No structure of a temporary or permanent nature shall be occupied on any lot. No trailer, mobile home, basement, tent, shack, garage or any steel-framed mobile unit or other partially complete or temporary buildings shall be occupied upon any lot either temporarily or permanently. No residential building shall be occupied for living purposes until the entire exterior thereof has been fully completed.

6. When a residence building is constructed upon any lot, each such lot owner shall provide for off-street parking for at least two automobiles by a driveway or other off street parking upon such lot, and a carport or garage space for such use shall constitute adequate provision for such off-street parking. No camping, boat trailers, nor travel trailers shall be parked or stored in such off street parking or storage area.

7. No heavy trucks, vans, boats, trailers, truck type tractors, nor construction machinery shall be parked, stored or maintained in front of any completed residence on such lot nor upon the street or streets in said subdivision, except for temporary use during actual construction of a residence, street or utilities or for temporary use such as moving or delivering.

8. Each lot shall be kept free from trash, rubbish, junk and abandoned, unlicensed or inoperable motor vehicles or machinery. Weeds, brush and undergrowth shall be kept mowed or under control so as not to create a nuisance or unsightly condition. Further, any motor vehicles shall be inspected and licensed by the proper authority.

9. No livestock nor poultry shall be maintained upon the premises of any lot. No commercial breeding of pets such as dogs, cats or other birds or animals, shall be conducted upon any lot. No dog runs or kennels shall be permitted on any lot. Any pets shall be contained at all times upon a leash or within the confines of the boundaries of the homeowner having such pet.

10. No business nor trade activities shall be conducted upon any lot. Such prohibition shall include professional offices and other part-time commercial activities.

11. Said lots shall not be further subdivided.

12. No type of fence shall be permitted in the front yard of said tract. Any other fences, including but not limited to barrier shrubs, chain-link fences or solid fences, shall not exceed 48 inches in height, except for a privacy fence which shall not exceed 72 inches, and shall be located in the rear of the home site. There shall be no setback for the location of said fencing.

13. Homeowners Association. The Developer hereby dedicates the roads to the Association and owners of properties within said Subdivision, SPRING HILL Subdivision, provided however, that such dedication shall not inhibit convenient access to any lot within said Subdivision. For purposes of road maintenance, traffic control, general planting and seeding within roadway areas, and all common community services of every kind and nature required and desired within said subdivision for the general use and benefit of all lot owners, each and every lot owner, by accepting a deed for any lot in said subdivision, agrees to and shall be a member of and shall be subject to the obligations and duly enacted Articles, By-Laws and rules of the SPRING HILL Homeowners Association, Inc., a non-profit non-stock corporation. It is also understood that each lot owner in said subdivision shall be obligated to pay One Hundred Dollars and 00/100 (\$100.00) Road Maintenance Fee on the first day of each year beginning January 1, 2001, to the SPRING HILL Homeowners Association, Inc., and to pay such other fees and assessments as established by the Association. The road maintenance fee may be increased at any time by a vote of the property owners, so long as such increase complies with the provisions of West Virginia Code Annotated Section 36B-1-203(2). In no event shall the annual average common expense liability of any unit, exclusive of optional user fees, and any insurance premiums paid by the association, exceed \$300.00, as adjusted pursuant to Section 36B-1-114 of the West Virginia Code Annotated. It is the express intention that this subdivision is considered a limited expense liability planned community pursuant to Section 36B-1-203 of the West Virginia Code Annotated. In voting, a property owner shall be entitled to one vote for each lot owned. The annual road maintenance fee may be increased by vote count that equals a majority of the number of lots within the subdivision. Spring Hill, L.L.C., the Developer shall be exempt from the payment of association dues. The Developers, on behalf of the association, may collect association dues and act on behalf of the association until the association is activated.

Any fees or assessments, together with interest and costs, shall be a personal liability and obligation of the lot owner and shall also be a lien upon the lot against which such assessment is made. The Association shall have the right to file among the Land Records of Berkeley County, West Virginia, a duly executed and acknowledged Notice of Lien with respect to each lot and its owner for which any assessment remains unpaid. However, said assessment shall be a lien whether or not filed in said courthouse. Said lien shall be subordinate to any recorded mortgage, deed of trust, or

vendor's lien to the extent the assessment is for an obligation accruing after the recordation of said mortgage, deed of trust, or vendor's lien.

Each fee simple owner of a lot upon which a Drainage Easement or Storm Water Management Area is located shall have the authority and liability to cut the grass and otherwise maintain that area, including maintenance of the drainage flow as originally established. No lot owner shall obstruct or alter the drainage or storm water management within the Subdivision.

14. Reservations. The Declarants hereby reserve unto themselves, their successors or assigns the right to erect, install and maintain telephone, electric light poles, conduits, equipment, sewer, gas, water lines, drainage ditches and structures, or to grant easements or rights-of-ways therefore, with the right of ingress and egress thereto, for the purpose of erection, installation, or maintenance on, over or under a strip of land as set forth on the Plat recorded in Plat Cabinet 9, at Slide 8. Within all reserved easement areas, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of or the flow of drainage channels or easements or which may obstruct or retard the flow of water through drainage channels or easements. The easement area of each lot, and any improvements thereon shall be maintained continuously by the owner of the lot, with the exception of any improvements for which the association, a public authority or utility is liable.

15. The developing owners, Spring Hill, L.L.C., reserve the right to use, allow, or permit the use of all streets, roads, and alleys in the subdivision now or hereinafter laid out or designated for street purposes for the location and installation of all public utilities or common services, including pipes, wires, lines or facilities. The said developers hereby further reserve the right to make any alterations, amendments, revisions or changes to the plat or plat plans hereinbefore mentioned, including changes in the size of unsold lots and the relocation of streets and alleys, provided that no change shall be made in the boundary line of any lot which has been sold. The Developers shall ensure that such change shall not thereafter deprive any lot which has been sold of free and undisturbed ingress and egress to the public highways and roads.

16. The developing owners, Spring Hill, L.L.C., for themselves, their heirs, successors and assigns, shall have the right to use the roads within the subdivision for purposes of ingress to and egress from all of the developers' real property adjacent to this subdivision or as set forth on the survey in Plat Cabinet 9, at Slide 8, and for future properties that may be acquired by developers, their successors, heirs or assigns. Although said additional properties may be added to the declaration herein, the developers herein specifically reserve unto themselves, their heirs, devisees, successors and assigns, the right to use said roads within the subdivision for said additional

properties, even though said surrounding or adjacent properties of the developers may not be made subject to this declaration.

17. The developing owner, Spring Hill, L.L.C., reserve the right to specify or designate the location of public utility poles, hydrants, junction boxes, guy wires or any above ground installations which may affect or interfere with the ingress and egress to and from any lot subject to this Declaration.

18. Enforcement. The property owners association, the developing owners, or any lot owner shall have the right to enforce all rights, restrictions, covenants, conditions, easements, reservations, liens or charges now or hereinafter imposed or authorized by the provisions of this declaration or hereinafter authorized by the property owners association. The waiver or failure by the association or by any owner to enforce any violation or breach as to any lien, charge, covenant or restriction herein set forth or authorized shall not be construed or deemed as a waiver of rights or as an amendment hereto preventing subsequent enforcement.

19. Severability. The invalidation or adverse finding by valid decree of a court of record of any one or more of the covenants, restrictions, easements, reservations, or authority of the property owners association as herein set forth or authorized shall in no way affect any of the other provisions set forth herein and the remaining provisions herein shall remain in full force and effect.

20. Incorporation by Reference. All of the foregoing matters set forth in this Declaration shall be incorporated by reference hereto in subsequent deeds for all lots set forth in this Declaration and shall be binding and effective as though set forth verbatim in said deeds.

21. Additional Lot Owners. No realty other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject hereto. Additional lands owned by the developer or which may be acquired by the developers may, from time to time, be added to this Declaration and be subject to the conditions, restrictions, covenants, reservations and liens and other obligations set forth herein. The developers are under no obligation, however, to include adjoining properties within this Declaration, nor are the developers under any obligation to continue the same or similar restrictions for adjoining properties, even though said additional properties may benefit from access through the streets and roads set forth on the aforementioned plat. Additional lots or property may be added to this Declaration by filing of record a supplementary declaration of covenants, conditions, restrictions, easements and reservations with respect to the additional property which shall extend the scheme of covenants and restrictions and other obligations of this Declaration and the association obligations to such additional properties. Such supplementary declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any,

of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary declaration revoke, modify, or add to the covenants established by this declaration within the existing property.

22. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for such successive periods of five (5) years, unless an instrument signed by seventy (70) percent of the then owners of the lots has been recorded, such agreement amending said covenants in whole or in part.

WITNESS the following signatures and seals this 11<sup>th</sup> day of May, 2001.

Spring Hill, L.L.C., Limited Liability Company

BY: Robert S. Butler  
Its: Member

STATE OF WEST VIRGINIA  
COUNTY OF BERKELEY, to-wit:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2001, by Robert S. Butler, as Member, of Spring Hill, L.L.C., Limited Liability Company

My Commission expires:  
12/10/09



THIS INSTRUMENT PREPARED BY:  
David D. Pill, Esq., Pill & Pill, Attorneys at Law  
1444A Edwin Miller Blvd., Martinsburg, WV 25401

AFTER RECORDING, PLEASE RETURN TO SAME

File #39382 SPRING HILL Masterfile

14979

SUPPLEMENTAL DECLARATION AND AMENDMENT OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS

THIS SUPPLEMENTAL DECLARATION AND AMENDMENT OF PROTECTIVE  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, made this  
26th day of June, 2001, by Whitmore Homes, Inc., and  
Spring Hill, LLC, hereinafter called property owners.

WHEREAS, by Declaration of Covenants, Conditions,  
Restrictions and Easements dated May 11, 2001, and recorded in  
the Office of the Clerk of the County Commission of Berkeley  
County, West Virginia in Deed Book 669 at Page 426, the Owner's  
and Developers, Spring Hill, LLC and Whitmore Homes, Inc.,  
subjected real property known as Lots 1 through 28, 63 and 64,  
and 66 through 78, Spring Hill Subdivision, to all the rights,  
reservations, restrictions, covenants, conditions, easements,  
rights-of-way, liens, charges and assessments more fully set  
forth in said Declaration; and

WHEREAS, the property owners desire at this time to amend  
said covenants and restrictions;

NOW THEREFORE WITNESSETH: The above property owners, being  
all of the property owners of Lots 1 through 28, 63 and 64, and  
66 through 78, Spring Hill Subdivision, Mill Creek District,  
Berkeley County, West Virginia, as shown on the Plat of Survey of  
Spring Hill Subdivision, recorded in Plat Cabinet 9 at Slide 8,  
do hereby amend and supplement the Declaration of Covenants,  
Conditions, Restrictions and Easements as enumerated below.

Paragraph 3 shall be amended as follows:

Add (1) Any residential structure containing in the  
aggregate less than 1200 square feet of living space must include  
an attached garage with a minimum of a one (1) car capacity, and;

Delete (2) Any requirement that all homes must have broken  
roof lines.

Spring Hill, L.L.C.

By: Robert S. Butler

Its: member

STATE OF WV  
COUNTY OF Berkeley, to-wit:

I, Angela D. Widmeyer, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert S. Butler, member of Spring Hill, L.L.C., who signed the name of said company on behalf of the company to the foregoing document bearing date the 26<sup>th</sup> day of June, 2001, has this day acknowledged the same before me in my said County and State.

Given under my hand and seal this 26<sup>th</sup> day of June, 2001.



(NOTARY PUBLIC)

Angela D. Widmeyer  
Notary Public

My Commission Expires 12/10/09

Whitmore Homes, Inc.

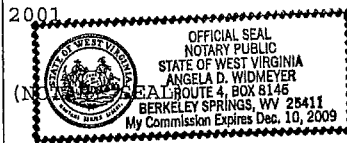
By: [Signature]

Its: Secretary

STATE OF WV  
COUNTY OF Berkeley, to-wit:

I, Angela D. Widmeyer a Notary Public in and for the County and State aforesaid, do hereby certify that Vivian L. Whitmore, Secretary of Whitmore Homes, Inc. who signed the name of said company on behalf of the company to the foregoing document bearing date the 26<sup>th</sup> day of June, 2001, has this day acknowledged the same before me in my said County and State.

Given under my hand and seal this 26<sup>th</sup> day of June, 2001.



(NOTARY PUBLIC)

Angela D. Widmeyer  
Notary Public

My Commission Expires 12/10/09

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING, PLEASE RETURN TO:

Kanette L. Huyett  
Conrad & Huyett, Attorneys at Law  
312 West King Street, P.O. Box 738  
Martinsburg, WV 25401

BERKELEY COUNTY, WV  
FILED  
June 28, 2001 09:55:33

JOHN W. SMALL JR.  
COUNTY CLERK  
TRANSACTION NO: 2001014979

File #00401

BOOK OF DEEDS  
Book: 00672 Page: 00025





24539

SECOND SUPPLEMENTAL DECLARATION AND AMENDMENT OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS

Delud To:  
Conrad + Huyett  
10/10/2001

THIS SECOND SUPPLEMENTAL DECLARATION AND AMENDMENT OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, made this 26th day of September, 2001, by Whitmore Homes, Inc., and Spring Hill, LLC, Barney W. Olin, Linda S. Stateler, Robert Sidow and Michele Sidow, Judith L. Cline, Kenneth E. Brown, Clifford Brown, Anne Brown, Mildred M. Michalisko, Sharon K. Howard, Matt Howard and Maria Howard, Richard Bowers and Tammy Bowers, and Michael R. Arthurs, hereinafter called property owners.

WHEREAS, by Declaration of Covenants, Conditions, Restrictions and Easements dated May 11, 2001, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia in Deed Book 669 at Page 426, the Owner's and Developers, Spring Hill, LLC and Whitmore Homes, Inc., subjected real property known as Lots 1 through 28, 63 and 64, and 66 through 78, Spring Hill Subdivision, to all the rights, reservations, restrictions, covenants, conditions, easements, rights-of-way, liens, charges and assessments more fully set forth in said Declaration; and

WHEREAS, the property owners desire at this time to amend said covenants and restrictions;

NOW THEREFORE WITNESSETH: The above property owners, being all of the property owners of Lots 1 through 28, 63 and 64, and 66 through 78, Spring Hill Subdivision, Mill Creek District, Berkeley County, West Virginia, as shown on the Plat of Survey of Spring Hill Subdivision, recorded in Plat Cabinet 9 at Slide 8, do hereby amend and supplement the Declaration of Covenants, Conditions, Restrictions and Easements as enumerated below.

Delete paragraph 3 in the original Declaration and Supplemental Declaration and Amendment and replace Paragraph 3 in it's entirety as follows:

No structure shall be greater than two stories in height, exclusive of an attic and basement. One story residential structures, including, but not limited to, architectural design types generally known and designated as cape cod, rancher, and split foyer, shall contain not less than 1,000 square feet interior living floor area on the ground floor and must have a 24-foot width minimum.

Two-story residential structures shall contain not less than 1,248 square feet total interior living floor area which shall include a minimum of 600 square feet interior living area on the ground floor and must have a 24'x 26' minimum foundation size. Porches, carports, garages and breezeways shall not be considered part of the interior living floor area.

Any structure containing less than 1,200 square feet interior living floor area must include an attached garage with a minimum one car capacity. The declarant, Spring Hill, LLC, it's successors and/or assigns shall appoint a two (2) person Architectural Review Board to approve or deny structural improvements to the real property described herein.

Spring Hill, L.L.C.

By: Robert S. Butler

Its: Member

STATE OF West Virginia  
COUNTY OF Jefferson, to-wit:

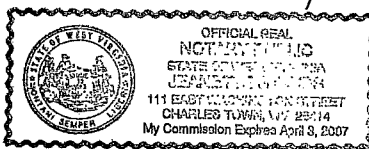
I, Jessette Stauls, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert S. Butler of Spring Hill, L.L.C., who signed the name of said company on behalf of the company to the foregoing document bearing date the 26 day of Sept., 2001, has this day acknowledged the same before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.

(NOTARY SEAL)

Jessette Stauls  
Notary Public

My Commission Expires 4/3/2007



Whitmore Homes, Inc.

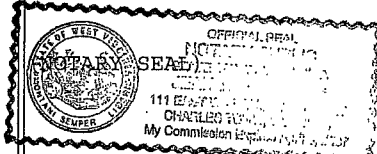
By: [Signature]

Its: Secretary

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Staubs, a Notary Public in and for the County and State aforesaid, do hereby certify that Dorian E. Whitman of Whitmore Homes, Inc. who signed the name of said company on behalf of the company to the foregoing document bearing date the 26 day of Sept., 2001, has this day acknowledged the same before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Staubs  
Notary Public

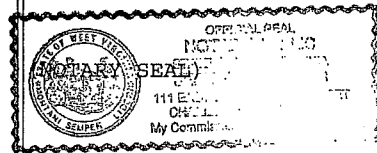
My Commission Expires 4/3/2007

[Signature]  
Barney W. Olin

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Staubs, a Notary Public in and for the County and State aforesaid, do hereby certify that Barney W. Olin has this day acknowledged before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Staubs  
Notary Public

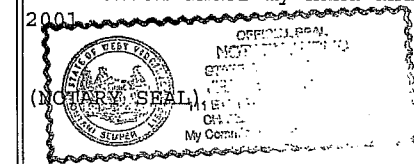
My Commission Expires 4/3/2007

Linda S. Stateler  
Linda S. Stateler

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Staubs, a Notary Public in and for the County and State aforesaid, do hereby certify that Linda S. Stateler has this day acknowledged before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Staubs  
Notary Public

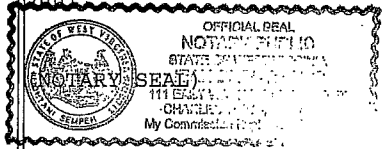
My Commission Expires 4/3/2007

Robert Sidow  
Robert Sidow  
Michele Sidow  
Michele Sidow

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Staubs, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert Sidow and Michele Sidow has this day acknowledged before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Staubs  
Notary Public

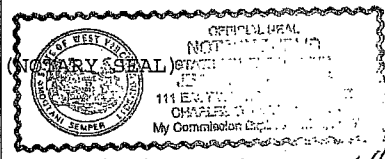
My Commission Expires 4/3/2007

Judith L. Cline  
Judith L. Cline

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Staubs, a Notary Public in and for the County and State aforesaid, do hereby certify that Judith L. Cline has this day acknowledged before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Staubs  
Notary Public

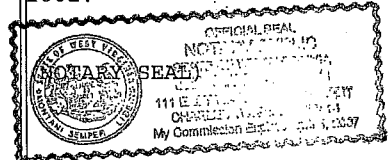
My Commission Expires 4/3/2007

Kenneth E. Brown  
Kenneth E. Brown

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Staubs, a Notary Public in and for the County and State aforesaid, do hereby certify that Kenneth E. Brown has this day acknowledged before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Staubs  
Notary Public

My Commission Expires 4/3/2007

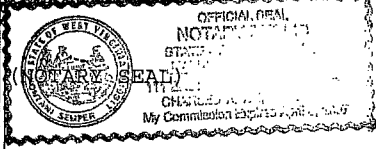
Clifford Brown  
Clifford Brown

Anne Brown  
Anne Brown

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Stauls, a Notary Public in and for the County and State aforesaid, do hereby certify that Clifford Brown and Anne Brown has this day acknowledged before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Stauls  
Notary Public

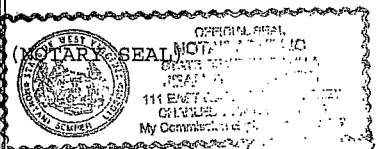
My Commission Expires 4/3/2007

Mildred M. Michalisko  
Mildred M. Michalisko

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Stauls, a Notary Public in and for the County and State aforesaid, do hereby certify that Mildred M. Michalisko has this day acknowledged before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Stauls  
Notary Public

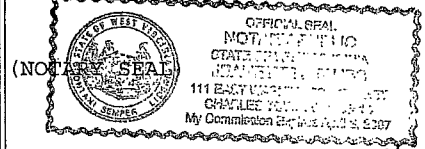
My Commission Expires 4/3/2007

Sharon K. Howard  
Sharon K. Howard

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Stauls, a Notary Public in and for the County and State aforesaid, do hereby certify that Sharon K. Howard has this day acknowledged before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Stauls  
Notary Public

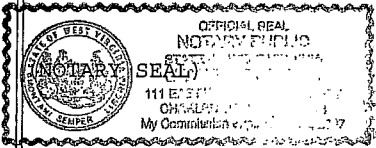
My Commission Expires 4/3/2007

Matt Howard  
Matt Howard  
Maria M. J. Howard  
Maria Howard

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Staule, a Notary Public in and for the County and State aforesaid, do hereby certify that Matt Howard and Maria Howard has this day acknowledged before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Staule  
Notary Public

My Commission Expires 4/3/2007

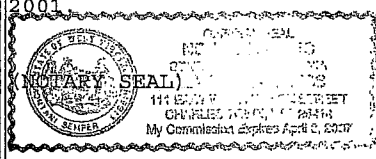
Richard Bowers  
Richard Bowers

Tammy Bowers  
Tammy Bowers

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Staule, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard Bowers and Tammy Bowers has this day acknowledged before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Staule  
Notary Public

My Commission Expires 4/3/2007

Michael R. Arthurs  
Michael R. Arthurs

STATE OF WV  
COUNTY OF Jefferson, to-wit:

I, Jeanette Staule, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael R. Arthurs has this day acknowledged before me in my said County and State.

Given under my hand and seal this 26 day of Sept., 2001.



Jeanette Staule  
Notary Public

My Commission Expires 4/3/2007

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING, PLEASE  
RETURN TO:

Kanette L. Huyett  
Conrad & Huyett, Attorneys at Law  
312 West King Street, P.O. Box 738  
Martinsburg, WV 25401

File #00401

BERKELEY COUNTY, WV  
FILED  
October 10, 2001 15:07:21

JOHN W. SMALL JR.  
COUNTY CLERK  
TRANSACTION NO: 2001024539

BOOK OF DEEDS  
Book: 00679 Page: 00144



Rec 11/16/01

**SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SPRING HILL SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SPRING HILL SUBDIVISION made this 12<sup>th</sup> day of November, 2001, SPRING HILL, L.L.C., a West Virginia limited liability company, hereinafter called "Developer".

*WITNESS:*

WHEREAS, by a Declaration of Protective Covenants, Reservations, Restrictions, Easements and Owners Maintenance Association of Spring Hill Subdivision recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 669, at Page 426, the Developer subjected certain real property known as certain lots in Lots 1 through 28, 63 and 64, and 66 through 78, Spring Hill Subdivision, Mill Creek District, Berkeley County, West Virginia, to all the rights, reservations, restrictions, covenants, conditions, easements, rights of way, liens, charges and assessments more fully set forth in said Deed of Declaration of Protective Covenants, Reservations, Restrictions, Easements and Owners Maintenance Association for Spring Hill Subdivision; and

WHEREAS, said Deed of Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision provided in said Declaration that additional lands could be annexed by the Developer to such subdivision; and

WHEREAS, the Developer desires at this time to annex lands to the Declaration of Protective Covenants, Reservations, Restrictions, Easements for Spring Hill Subdivision, recorded in Deed Book 669, at Page 426, and to extend the scheme of the Covenants and Restrictions for Spring Hill Subdivision to said additional property hereafter described.

NOW, THEREFORE, the Developer declares that all of the real properties known as Section 1, Phase 2, Lot Nos. 29 through 62 and Lot 65, Spring Hill Subdivision, as more fully shown upon a plat prepared by The Berkeley Associates, Inc., dated August 30, 2001, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet 9, at Slide 61, and is and shall be held, transferred, sold, conveyed, and occupied subject to and together with the covenants, restrictions, easements, charges, assessments, and liens



(sometimes referred to as "Covenants and Restrictions") set forth in that certain Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision, recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 669, at Page 426, et. seq., and to those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements, dated the 26<sup>th</sup> day of June, 2001, and recorded in the aforesaid Clerk's office in Deed Book 672, at page 25, et. seq., and as further supplemented by that certain Second Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements, dated the 26<sup>th</sup> day of September, 2001, as recorded in Deed Book 679, at page 144, et. seq. All said easements, reservations, restrictions, covenants, conditions, rights, obligations, liens and assessments set forth in said Deed of Declaration of Protective Covenants, Reservations, Restrictions, Easements and Owners Maintenance Association for Spring Hill Subdivision, and to those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements dated the 26<sup>th</sup> day of June, 2001, as set forth in the aforesaid Clerk's Office, in Deed Book 679, at page 144, being hereby incorporated herein by reference as if the same were set forth herein verbatim, and is further subject to and together with those Articles and related By-Laws as more fully set forth in the aforesaid Clerk's Office.

It is not the intention of, and it is hereby declared that nothing set forth in this Supplemental Declaration for Spring Hill Subdivision or nothing set forth in the original Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision shall be construed to prevent or prohibit the Developer or any other builder from building residences on any one or more lots for purposes of sale, or to prohibit or prevent the Developer from installing roads or other common amenities within the said subdivision.

The above described easements, reservations, restrictions, covenants, conditions, rights, obligations, liens, and assessments are for the purposes of protecting the values and amenities in Spring Hill Subdivision, and shall run with the real property and be binding on all parties having any rights, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of owner thereof.

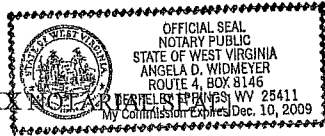
WITNESS the following signatures.

SPRING HILL, L.L.C.,  
a West Virginia limited liability company

BY: J. Frank Supplee  
Its: Manager

STATE OF WEST VIRGINIA  
COUNTY OF BERKELEY, to-wit:

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of  
November, 2001, by J. Frank Supplee, as Member of Spring Hill, L.L.C., a West  
Virginia limited liability company.



[AFFIX SEAL HERE]

Angela D. Widmeyer

Notary Public

My Commission Expires:

12/10/09

THIS DOCUMENT PREPARED BY:

David D. Pill, Esq.  
PILL & PILL  
Attorneys-at-Law  
P. O. Box 440  
1444-A Edwin Miller Blvd.  
Martinsburg WV 25401

AFTER RECORDING, PLEASE RETURN TO SAME

dsb/File #39382 Spring Hill Subdivision/Supplemental Covenants & Restrictions

33004

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,  
RESERVATIONS, RESTRICTIONS, EASEMENTS AND OWNERS MAINTENANCE  
ASSOCIATION FOR SPRING HILL SUBDIVISION

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,  
RESERVATIONS, RESTRICTIONS, EASEMENTS AND OWNERS MAINTENANCE  
ASSOCIATION FOR SPRING HILL SUBDIVISION, made this 5<sup>th</sup> day of  
November, 2002, by Whitmore Homes, Inc., and Spring Hill,  
LLC, hereinafter called property owners.

WHEREAS, by Declaration of Protective Covenants,  
Reservations, Restrictions, Easements and Owners Maintenance  
Association dated May 11, 2001, and recorded in the Office of  
the Clerk of the County Commission of Berkeley County, West  
Virginia in Deed Book 669 at Page 426, the Owners and  
Developers, Spring Hill, LLC, subjected real property known as  
Lots 1 through 28, 63 and 64, and 66 through 78, Spring Hill  
Subdivision, to all the rights, reservations, restrictions,  
covenants, conditions, easements, rights-of-way, liens,  
charges and assessments more fully set forth in said  
Declaration; and

WHEREAS, said Deed of Declaration of Protective  
Covenants, Reservations, Restrictions, Easements, and Owners  
Maintenance Association of Spring Hill Subdivision provided in  
said Declaration that additional lands could be annexed by the  
Developer to such subdivision; and

WHEREAS, the Developer filed a Supplemental Declaration  
of Covenants and Restrictions for Spring Hill Subdivision in  
Deed Book 681, at Page 688, and incorporating lots in Section  
1, Phase 2, being Lots 29 through 62 and Lot 65, as the same  
are shown upon a plat in Plat Cabinet 9, at Slide 61; and,

WHEREAS, the Developer desires at this time to annex  
lands to the Declaration of Protective Covenants,  
Reservations, Restrictions, Easements, and Owners Maintenance  
Association for Spring Hill Subdivision, recorded in Deed Book  
669, at Page 426, and to extend the scheme of the Covenants

and Restrictions for Spring Hill Subdivision to said additional property hereafter described.

NOW, THEREFORE, the Developer declares that all of the real properties known as Spring Hill, Section 2, Lots 79 through 143, as more fully shown on a plat prepared by Thomas J. Cronin, WVPS # 9140, dated March 28, 2002, recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, on \_\_\_\_\_, in Plat Cabinet \_\_\_\_\_, at Slide \_\_\_\_\_, are and shall be held, transferred, sold, conveyed, and occupied subject to and together with the covenants, restrictions, easements, charges, assessments, and liens (sometimes referred to as "Covenants and Restrictions) set forth in that certain Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision, recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 669, at Page 426, et seq., and to those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements, dated the 26<sup>th</sup> day of June, 2001, and recorded in the aforesaid Clerk's Office in Deed Book 672, at Page 25, et seq., and as further supplemented by that certain Second Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements, dated the 26<sup>th</sup> day of September, 2001, and recorded in the aforesaid Clerks' Office in Deed Book 679, at Page 144, et seq.. All said easements, reservations, restrictions, covenants, conditions, rights, obligations, liens and assessments set forth in said Deed of Declaration of Protective Covenants, Reservations, Restrictions, Easements and Owners Maintenance Association for Spring Hill Subdivision, those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements, dated the 26<sup>th</sup> day of June, 2001, and recorded in the aforesaid Clerk's Office in Deed Book 672, at Page 25, et seq. and to those Supplemental Declaration and



5<sup>th</sup> The foregoing instrument was acknowledged before me this day of November, 2002, by J Frank Super, as manager of Spring Hill, LLC, a West Virginia limited liability company.



Angela D. Widmeyer  
NOTARY PUBLIC

My Commission expires: 12/16/09

This document prepared by: Kanette L. Huyett, Esquire, Conrad & Huyett, Attorneys-at-Law, 55 Meridian Parkway, Suite 103, Martinsburg, WV 25401.

AFTER RECORDING PLEASE RETURN TO THE SAME.

File #00401

BERKELEY COUNTY, WV  
FILED  
November 07, 2002 11:48:38

JOHN W. SMALL JR.  
COUNTY CLERK  
TRANSACTION NO: 2002033004

BOOK OF DEEDS  
Book: 00714 Page: 00589



43705

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS,  
RESTRICTIONS, EASEMENTS AND OWNERS MAINTENANCE ASSOCIATION FOR SPRING  
HILL SUBDIVISION

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,  
RESERVATIONS, RESTRICTIONS, EASEMENTS AND OWNERS MAINTENANCE  
ASSOCIATION FOR SPRING HILL SUBDIVISION, made this 9th day of  
December, 2003, by Spring Hill, LLC, hereinafter called property  
owners.

WHEREAS, by Declaration of Protective Covenants,  
Reservations, Restrictions, Easements and Owners Maintenance  
Association dated May 11, 2001, and recorded in the Office of the  
Clerk of the County Commission of Berkeley County, West Virginia in  
Deed Book 669 at Page 426, the Owners and Developers, Spring Hill,  
LLC, subjected real property known as Lots 1 through 28, 63 and 64,  
and 66 through 78, Spring Hill Subdivision, to all the rights,  
reservations, restrictions, covenants, conditions, easements, rights-  
of-way, liens, charges and assessments more fully set forth in said  
Declaration; and

WHEREAS, said Deed of Declaration of Protective Covenants,  
Reservations, Restrictions, Easements, and Owners Maintenance  
Association of Spring Hill Subdivision provided in said Declaration  
that additional lands could be annexed by the Developer to such  
subdivision; and

WHEREAS, the Developer filed a Supplemental Declaration of  
Covenants and Restrictions for Spring Hill Subdivision in Deed Book  
681, at Page 688, and incorporating lots in Section 1, Phase 2, being  
Lots 29 through 62 and Lot 65, as the same are shown upon a plat in  
Plat Cabinet 9, at Slide 61; and,

WHEREAS, the Developer filed a Supplemental Declaration of  
Covenants and Restrictions for Spring Hill Subdivision in Deed Book  
714, at Page 589, and incorporating lots in Section 2, being Lots 79  
through 143, as the same are shown upon a plat in Plat Cabinet 9, at  
Slide 75; and

WHEREAS, the Developer desires at this time to annex lands to the  
Declaration of Protective Covenants, Reservations, Restrictions,

Easements, and Owners Maintenance Association for Spring Hill Subdivision, recorded in Deed Book 669, at Page 426, and to extend the scheme of the Covenants and Restrictions for Spring Hill Subdivision to said additional property hereafter described.

NOW, THEREFORE, the Developer declares that all of the real properties known as Spring Hill, Section 3, Lots 144 through 193, as more fully shown on a plat prepared by Thomas J. Cronin, WVPS # 9140, dated May 21, 2003, recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet 10, at Slide 61, are and shall be held, transferred, sold, conveyed, and occupied subject to and together with the covenants, restrictions, easements, charges, assessments, and liens (sometimes referred to as "Covenants and Restrictions) set forth in that certain Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision, recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 669, at Page 426, et seq., and to those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements, dated the 26<sup>th</sup> day of June, 2001, and recorded in the aforesaid Clerk's Office in Deed Book 672, at Page 25, et seq.; further supplemented by that certain Second Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements, dated the 26<sup>th</sup> day of September, 2001, and recorded in the aforesaid Clerks' Office in Deed Book 679, at Page 144, et seq.; and further supplemented by that certain Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements dated the 5<sup>th</sup> day of November, 2002, and recorded in the aforesaid Clerk's Office in Deed Book 714, at page 589. All said easements, reservations, restrictions, covenants, conditions, rights, obligations, liens and assessments set forth in said Deed of Declaration of Protective Covenants, Reservations, Restrictions, Easements and Owners Maintenance Association for Spring Hill Subdivision, those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements, dated the 26<sup>th</sup> day of June, 2001, and recorded in the aforesaid Clerk's Office in Deed



Book 672, at Page 25, et seq., those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements dated the 26<sup>th</sup> day of June, 2001, as set forth in the aforesaid Clerk's Office, in Deed Book 679, at Page 144, and dated the 5<sup>th</sup> day of November, 2002, as set forth in the aforesaid Clerk's Office, in Deed Book 714, at Page 589, being hereby incorporated herein by reference as if the same were set forth herein verbatim, and are further subject to and together with those Articles and related By-Laws as more fully set forth in the aforesaid Clerk's Office.

It is not the intention of, and it is hereby declared that nothing set forth in this Supplemental Declaration for Spring Hill Subdivision or nothing set forth in the original Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision shall be construed to prevent or prohibit the Developer or any other builder from building residences on any one or more lots for purposes of sale, or to prohibit or prevent the Developer from installing roads or other common amenities within said subdivision.

The above described easements, reservations, restrictions, covenants, conditions, rights, obligations, liens, and assessments are for the purposes of protecting the values and amenities in Spring Hill Subdivision, and shall run with the real property and be binding on all parties having any rights, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of owners thereof.

WITNESS the following signatures.

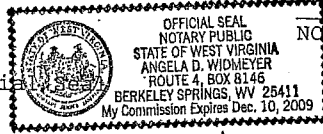
SPRING HILL, LLC,  
A West Virginia limited liability  
company

By: Robert L. Butler

Its: Member

STATE OF WEST VIRGINIA  
COUNTY OF Berkeley, to-wit:

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day  
of Dec, 2003, by Robert S Butler, as member of Spring  
Hill, LLC, a West Virginia limited liability company.



Affix Notarial Seal

Angela D. Widmeyer  
NOTARY PUBLIC

My Commission expires: 12/16/09

This document prepared by: Kanette L. Huyett, Esquire, Conrad & Huyett, Attorneys-at-Law, 55 Meridian Parkway, Suite 103, Martinsburg, WV 25401.

AFTER RECORDING PLEASE RETURN TO THE SAME.

File #00401

BERKELEY COUNTY, WV  
FILED  
December 12, 2003 10:39:48

JOHN W. SMALL JR.  
COUNTY CLERK  
TRANSACTION NO: 2003043705

BOOK OF DEEDS  
Book: 00751 Page: 00277



37716

**SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS,  
RESTRICTIONS, EASEMENTS AND OWNERS MAINTENANCE ASSOCIATION FOR SPRING HILL  
SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS,  
RESTRICTIONS, EASEMENTS AND OWNERS MAINTENANCE ASSOCIATION FOR SPRING HILL  
SUBDIVISION, made this 27th day of October, 2004, by Spring Hill, LLC, hereinafter called  
property owners.

WHEREAS, by Declaration of Protective Covenants, Reservations, Restrictions, Easements and  
Owners Maintenance Association dated May 11, 2001, and recorded in the Office of the Clerk of the  
County Commission of Berkeley County, West Virginia in Deed Book 669 at Page 426, the Owners and  
Developers, Spring Hill, LLC, subjected real property known as Lots 1 through 28, 63 and 64, and 66  
through 78, Spring Hill Subdivision, to all the rights, reservations, restrictions, covenants, conditions,  
easements, rights-of-way, liens, charges and assessments more fully set forth in said Declaration; and

WHEREAS, said Deed of Declaration of Protective Covenants, Reservations, Restrictions,  
Easements, and Owners Maintenance Association of Spring Hill Subdivision provided in said Declaration  
that additional lands could be annexed by the Developer to such subdivision; and

WHEREAS, the Developer filed a Supplemental Declaration of Covenants and Restrictions for  
Spring Hill Subdivision in Deed Book 681, at Page 688, and incorporating lots in Section 1, Phase 2,  
being Lots 29 through 62 and Lot 65, as the same are shown upon a plat in Plat Cabinet 9, at Slide 61;  
and,

WHEREAS, the Developer filed a Supplemental Declaration of Covenants and Restrictions for  
Spring Hill Subdivision in Deed Book 714, at Page 589, and incorporating lots in Section 2, being Lots 79  
through 143, as the same are shown upon a plat in Plat Cabinet 9, at Slide 75; and

WHEREAS, the Developer filed a Supplemental Declaration of Covenants and Restrictions for  
Spring Hill Subdivision in Deed Book 751, at Page 277, and incorporating lots in Section 3, being Lots  
144 through 193, as the same are shown upon a plat in Plat Cabinet 10, at Slide 61; and

WHEREAS, the Developer desires at this time to annex lands to the Declaration of Protective  
Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill  
Subdivision, recorded in Deed Book 669, at Page 426, and to extend the scheme of the Covenants and  
Restrictions for Spring Hill Subdivision to said additional property hereafter described.

NOW, THEREFORE, the Developer declares that all of the real properties known as Spring Hill,  
Section 4, Lots 194 through 209, as more fully shown on a plat prepared by Thomas J. Cronin, WVPS #  
9140, recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in  
Plat Cabinet 11, at Slide 3, are and shall be held, transferred, sold, conveyed, and occupied  
subject to and together with the covenants, restrictions, easements, charges, assessments, and liens  
(sometimes referred to as "Covenants and Restrictions") set forth in that certain Declaration of Protective  
Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill  
Subdivision, recorded in the Office of the Clerk of the County Commission of Berkeley County, West  
Virginia, in Deed Book 669, at Page 426, et seq., and to those Supplemental Declaration and Amendment

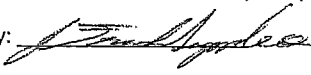
of Covenants, Conditions, Restrictions, and Easements, dated the 26<sup>th</sup> day of June, 2001, and recorded in the aforesaid Clerk's Office in Deed Book 672, at Page 25, et seq.; further supplemented by that certain Second Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements, dated the 26<sup>th</sup> day of September, 2001, and recorded in the aforesaid Clerks' Office in Deed Book 679, at Page 144, et seq.; further supplemented by that certain Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements dated the 5<sup>th</sup> day of November, 2002, and recorded in the aforesaid Clerk's Office in Deed Book 714, at page 589; and further supplemented by that certain Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements dated the 9<sup>th</sup> day of December, 2003, and recorded in the aforesaid Clerk's Office in Deed Book 751 at Page 277. All said easements, reservations, restrictions, covenants, conditions, rights, obligations, liens and assessments set forth in said Deed of Declaration of Protective Covenants, Reservations, Restrictions, Easements and Owners Maintenance Association for Spring Hill Subdivision, those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements, dated the 26<sup>th</sup> day of June, 2001, and recorded in the aforesaid Clerk's Office in Deed Book 672, at Page 25, et seq., those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements dated the 26<sup>th</sup> day of June, 2001, as set forth in the aforesaid Clerk's Office, in Deed Book 679, at Page 144, and dated the 5<sup>th</sup> day of November, 2002, as set forth in the aforesaid Clerk's Office, in Deed Book 714, at Page 589 and as set forth in the aforesaid Clerk's Office in Deed Book 751 at Page 277, and dated the 9<sup>th</sup> day of December, 2003, being hereby incorporated herein by reference as if the same were set forth herein verbatim, and are further subject to and together with those Articles and related By-Laws as more fully set forth in the aforesaid Clerk's Office.


It is not the intention of, and it is hereby declared that nothing set forth in this Supplemental Declaration for Spring Hill Subdivision or nothing set forth in the original Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision shall be construed to prevent or prohibit the Developer or any other builder from building residences on any one or more lots for purposes of sale, or to prohibit or prevent the Developer from installing roads or other common amenities within said subdivision.

The above described easements, reservations, restrictions, covenants, conditions, rights, obligations, liens, and assessments are for the purposes of protecting the values and amenities in Spring Hill Subdivision, and shall run with the real property and be binding on all parties having any rights, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of owners thereof.

WITNESS the following signatures.

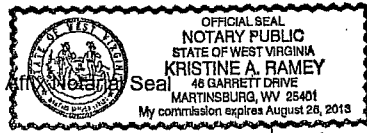
SPRING HILL, LLC,  
A West Virginia limited liability company

By: 

Its: 

STATE OF WEST VIRGINIA  
COUNTY OF Berkeley, to-wit:

The foregoing instrument was acknowledged before me this 27th day of October, 2004, by J. Frank Suppe, as Manager of Spring Hill, LLC, a West Virginia limited liability company.



Kristine Ramey  
NOTARY PUBLIC

My Commission expires: 8/28/13

This document prepared by: Kanette L. Huyett, Esquire, Conrad & Huyett, Attorneys-at-Law, 55 Meridian Parkway, Suite 103, Martinsburg, WV 25401.

AFTER RECORDING PLEASE RETURN TO THE SAME.

File #00401

BERKELEY COUNTY, WV  
FILED  
November 01, 2004 13:51:48

JOHN W. SMALL JR.  
COUNTY CLERK  
TRANSACTION NO: 2004037716

BOOK OF DEEDS  
Book: 00780 Page: 00425



**SUPPLEMENTAL DECLARATION OF COVENANTS  
FOR LOTS 286 THROUGH 303  
SECTION 5, SPRING HILL SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS made this 15<sup>th</sup> day of September, 2004, to-wit:

WHEREAS, the undersigned developer of Spring Hill Subdivision has established covenants applicable to the lots in Spring Hill Subdivision which have been duly recorded in the office of the Clerk of the County Commission of Berkeley County, West Virginia in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_, and

WHEREAS, the Developer reserved the right to modify said covenants as the same apply to lots conveyed subsequent to the recordation of the said Declaration, and

WHEREAS, Lots 286 through 303 in Section 5 of said subdivision are uniquely situated on a watershed that supports certain ponds of the Zetts Fish Hatchery situate adjacent thereto, and

WHEREAS, the aquatic system contained in the ponds of Zetts Fish Hatchery is particularly sensitive to chemical contaminants but is, nonetheless, dependant, in part, on the surface water supplied by the watershed upon which Lots 286 through 303 are situate.

NOW THEREFORE, the Developer of Spring Hill Subdivision, in Berkeley County, West Virginia, hereby establishes the covenants hereinafter set forth which shall apply to Lots 286 through 303, in Section 5 of Spring Hill Subdivision, Berkeley County, West Virginia.

**ARTICLE I - Purpose and Definitions.**

The runoff from lots 286 through 303, inclusive in Section 5 of Spring Hill Subdivision, Berkeley County, West Virginia, has been designed so as to protect the watershed that supports the ponds of Zetts Fish Hatchery, both as to quantity and quality of water. Accordingly, the lots in this section are designed to be "environmentally friendly" to the Zetts' watershed. Correspondingly, the owners of said lots and their guests and children can enjoy the benefits of back yard areas which are designed to be free from contamination that might otherwise be artificially introduced into the area by neighboring occupants of the residences. For purposes of this Supplemental Declaration, the front of a lot shall mean that portion from the street to the front line of the house. The rear shall be comprised of the area from the front line of the house to the rear lot line.

**ARTICLE II - Covenants.**

In addition to those covenants applicable to all lots in Spring Hill Subdivision, Lots 286

through 303 in Section 5 of said subdivision shall be subject to the following covenants which shall run with the land:

1. All surface runoff from lots shall be generally segregated into that flowing to the front of the lots, toward the street, and that flowing to the rear of the lots into the Zetts' pond watershed.

2. Roof gutters on all structures shall be designed so as to direct roof water to the rear of the lots, provided, however, that front porches may direct their water to the front of the lots where it is impractical to direct said water to the rear of said lots.

3. All driveways shall be located to the front of all lots and all runoff from driveways and foundation drains with outlets shall be directed to the front of all lots.

4. No chemicals, pesticides, oils, petroleum, petroleum products, hazardous substances in any form or quantity shall be deposited upon the rear of the lots, subject, however, to the provisions of subsections 9 and 10 below.

5. No equipment, vehicle or engine repair or maintenance involving the addition or replacement of lubricants, coolants, or fuel shall be conducted on the rear of any lot, provided, however, that fueling lawn mowers, trimmers and other small engines shall not be deemed a violation of this paragraph.

6. A Storm Water Management and Conservation Easement (SWMCE) has been dedicated near the rear line of each lot in this section, which is shown on the plat thereof. Specific vegetation has been selected for this area. This area shall not be mowed but shall be maintained in a natural state consistent with the drainage design and engineering. Likewise, it is recognized that the natural vegetation growing in the vicinity of the fence line common boundary between the lots and Zetts Fish Hatchery, comprised of briars, vines, trees, and wild shrubs is stable and well suited for the fence line. The use of herbicides and pesticides in the SWMCE is forbidden. Any maintenance deemed appropriate in the SWMCE shall be undertaken only by the Groundwater Protection Committee, hereinafter set forth, after consultation with a qualified expert.

7. There shall be appointed, by the Board of Directors of the Homeowner's Association a Groundwater Protection Committee (GPC) for this section, comprised of not less than three (3) persons owning lots in this section, which committee shall have the authority to enforce these covenants, monitor the maintenance of the SWMCE and review and approve or deny any application for components of any plans which may effect the quality or quantity of runoff and/or ground water

and from any lot in this section. Andrew J Zetts, 878 Hatchery Road, Inwood, WV 25428, his successors and assigns, shall be an ex-officio non-voting member of the committee with the right to be given notice of all meetings, attend all meetings and offer information and advice to the committee. The GPC shall be deemed officers of the Homeowners Association of Spring Hill and shall be provided with officer and directors insurance, and the acts of the GPC shall be covered by liability insurance with limits that are customary for homeowners associations charged with maintenance of common areas in residential subdivisions. The GPC shall have jurisdiction over the SWMCE for the purpose of protecting SWMCE from alterations and disturbances from its natural state. The fence line between the subject lots and the Zetts real estate is also important as a barrier to prevent trespasses between the respective properties and the GPC shall cooperate with Zetts Fish Hatchery to monitor the integrity of this fence line and prevent trespassers from crossing it.

Pursuant to the jurisdiction of the GPC, it may adopt rules and regulations for enforcement of these covenants and the protection of the SWMCE, including penalties and fines for violations thereof.

8. Any construction or modification of any lot in this section which may effect groundwater or runoff, and any regrading or re-sodding of the rear portion of any lot shall be first approved by the GPC. Applications for such modifications shall be submitted in writing to the GPC in accord with rules as may be, from time to time, proposed by the GPC and approved by the Board of Directors of the Association.

9. Chemical and organic fertilizers may be used upon the rear of any lot where careful controls on the application are implemented and where notice of the compound proposed and the amount and method of distribution are first given to the GPC and the same has been approved by the GPC.

10. Only organic pesticides which have been approved by the GPC and applied by spot spraying or other means of "spot" distribution may be applied on the rear of any lot, provided that termite treatment by underground bait method shall be approved. Spraying techniques on the front of a lot which permit drifting of chemicals onto the rear of any lot shall constitute a violation of these covenants.

### ARTICLE III - MISCELLANEOUS

1. - Caption. The captions contained in this document are inserted only as a matter of



convenience and for reference and in no way defines, limits or describes the scope of the document nor the intent of any provision hereof.

2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context of the documents so require.

3 - Waiver. No provision contained in this document is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

4 - Severability. Invalidation of any one of these covenants, restrictions or any provision of this document does not impair or affect in any manner the validity, enforceability or effect of the remainder of the document, and in such event, all of the other provisions of the document shall continue in full force and effect and for this purpose the provisions of these covenants are hereby declared to be severable.

5 - Enforceability. The Declarant, its heirs and assigns, Homeowners' Association and each Unit Owner shall have the right to enforce the restrictions, covenants and conditions herein. In the event that the Declarant or its heirs and assigns shall reasonably incur expenses, costs, and/or attorney fees in the enforcement of any one or more of these covenants against any lot owner, such costs and expenses may be assessed by the Declarant, its heirs and assigns against the owner or owners of the subject lot in violation and said assessment shall constitute a lien against the lot which the Declarant, its heirs and assigns shall have the right to perfect by recordation and shall have the right to proceed to suit and judgment for said costs, plus all reasonable costs of collection including attorney fees and expenses incurred in the collection of said assessment, provided, however, that said lien shall be subordinate to any Deed of Trust or conveyance made prior to recordation of notice of any such lien.

#### **ARTICLE IV - BINDING ON SUBSEQUENT OWNERS**

These covenants shall inure to the benefit of all lot owners within Spring Hill Subdivision, the Declarant and its heirs and assigns, and the rights of enforcement of these covenants shall be held by the Declarant, its heirs and assigns concurrently with the rights of enforcement by any lot owner. These covenants shall run with the land and bind the heirs, assigns and grantees of all lot owners.

These covenants shall not be construed so as to apply to or restrict the use of any lands outside of the real estate herein described regardless of whether or not said adjacent or adjoining

lands are owned by Declarant or its predecessor in title.

WITNESSETH THE following signatures of Declarant.

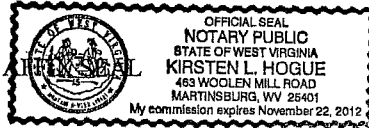
**SPRING HILL, L.L.C.**

By: *J. Frank Supplee*  
Its: *Manager*

STATE OF WEST VIRGINIA,  
COUNTY OF *Berkeley*, to-wit:

I, *Kirsten L. Hogue*, a Notary Public in and for the County and State aforesaid, do hereby certify that *J. Frank Supplee*, of Spring Hill, L.L.C., who signed the name of said company on behalf of the company to the foregoing document bearing date the *15<sup>th</sup>* day of *September*, 2004, has this day acknowledged the same before me in my said County and State.

Given under my hand and seal this *15<sup>th</sup>* day of *September*, 2004.



*Kirsten L. Hogue*  
Notary Public

My Commission expires:  
*11/22/12*

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9832

**SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS,  
RESTRICTIONS, EASEMENTS AND OWNERS MAINTENANCE ASSOCIATION FOR SPRING HILL  
SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS, EASEMENTS AND OWNERS MAINTENANCE ASSOCIATION FOR SPRING HILL SUBDIVISION, made this 18th day of March, 2005, by Spring Hill, LLC, hereinafter called property owners.

WHEREAS, by Declaration of Protective Covenants, Reservations, Restrictions, Easements and Owners Maintenance Association dated May 11, 2001, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia in Deed Book 669 at Page 426, the Owners and Developers, Spring Hill, LLC, subjected real property known as Lots 1 through 28, 63 and 64, and 66 through 78, Spring Hill Subdivision, to all the rights, reservations, restrictions, covenants, conditions, easements, rights-of-way, liens, charges and assessments more fully set forth in said Declaration; and

WHEREAS, said Deed of Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association of Spring Hill Subdivision provided in said Declaration that additional lands could be annexed by the Developer to such subdivision; and

WHEREAS, the Developer filed a Supplemental Declaration of Covenants and Restrictions for Spring Hill Subdivision in Deed Book 681, at Page 688, and incorporating lots in Section 1, Phase 2, being Lots 29 through 62 and Lot 65, as the same are shown upon a plat in Plat Cabinet 9, at Slide 61; and,

WHEREAS, the Developer filed a Supplemental Declaration of Covenants and Restrictions for Spring Hill Subdivision in Deed Book 714, at Page 589, and incorporating lots in Section 2, being Lots 79 through 143, as the same are shown upon a plat in Plat Cabinet 9, at Slide 75; and

WHEREAS, the Developer filed a Supplemental Declaration of Covenants and Restrictions for Spring Hill Subdivision in Deed Book 751, at Page 277, and incorporating lots in Section 3, being Lots 144 through 193, as the same are shown upon a plat in Plat Cabinet 10, at Slide 61; and

WHEREAS, the Developer filed a Supplemental Declaration of Covenants and Restrictions for Spring Hill Subdivision in Deed Book 780, at Page 425, and incorporating lots in Section 3, being Lots 144 through 193, as the same are shown upon a plat in Plat Cabinet 11, at Slide 8; and

WHEREAS, the Developer desires at this time to annex lands to the Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision, recorded in Deed Book 669, at Page 426, and to extend the scheme of the Covenants and Restrictions for Spring Hill Subdivision to said additional property hereafter described.

NOW, THEREFORE, the Developer declares that all of the real properties known as Spring Hill, Section 5, Phase 1, Lots 239 through 285, as more fully shown on a plat prepared by Thomas J. Cronin, WVPS # 9140, recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet 11, at Slide 58, are and shall be held, transferred, sold, conveyed, and occupied subject to and together with the covenants, restrictions, easements, charges, assessments, and liens (sometimes referred to as "Covenants and Restrictions") set forth in that certain Declaration of Protective

or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of owners thereof.

WITNESS the following signatures.

SPRING HILL, LLC,  
A West Virginia limited liability company

Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision, recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 669, at Page 426, et seq., and to those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements, dated the 26<sup>th</sup> day of June, 2001, and recorded in the aforesaid Clerk's Office in Deed Book 672, at Page 25, et seq.; further supplemented by that certain Second Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements, dated the 26<sup>th</sup> day of September, 2001, and recorded in the aforesaid Clerks' Office in Deed Book 679, at Page 144, et seq.; further supplemented by that certain Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements dated the 5<sup>th</sup> day of November, 2002, and recorded in the aforesaid Clerk's Office in Deed Book 714, at page 589; further supplemented by that certain Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements dated the 9<sup>th</sup> day of December, 2003, and recorded in the aforesaid Clerk's Office in Deed Book 751 at Page 277; and further supplemented by that certain Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements dated the 27<sup>th</sup> day of October, 2004, and recorded in the aforesaid Clerk's Office in Deed Book 780 at Page 425. All said easements, reservations, restrictions, covenants, conditions, rights, obligations, liens and assessments set forth in said Deed of Declaration of Protective Covenants, Reservations, Restrictions, Easements and Owners Maintenance Association for Spring Hill Subdivision, those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements, dated the 26<sup>th</sup> day of June, 2001, and recorded in the aforesaid Clerk's Office in Deed Book 672, at Page 25, et seq., those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements dated the 26<sup>th</sup> day of June, 2001, as set forth in the aforesaid Clerk's Office, in Deed Book 679, at Page 144, and dated the 5<sup>th</sup> day of November, 2002, as set forth in the aforesaid Clerk's Office, in Deed Book 714, at Page 589, as set forth in the aforesaid Clerk's Office in Deed Book 751 at Page 277, and dated the 9<sup>th</sup> day of December, 2003, and as set forth in the aforesaid Clerk's Office in Deed Book 780 at Page 425, and dated the 27<sup>th</sup> day of October, 2004, being hereby incorporated herein by reference as if the same were set forth herein verbatim, and are further subject to and together with those Articles and related By-Laws as more fully set forth in the aforesaid Clerk's Office.

It is not the intention of, and it is hereby declared that nothing set forth in this Supplemental Declaration for Spring Hill Subdivision or nothing set forth in the original Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision shall be construed to prevent or prohibit the Developer or any other builder from building residences on any one or more lots for purposes of sale, or to prohibit or prevent the Developer from installing roads or other common amenities within said subdivision.

The above described easements, reservations, restrictions, covenants, conditions, rights

50036

**SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS,  
RESTRICTIONS, EASEMENTS AND OWNERS MAINTENANCE ASSOCIATION FOR SPRING HILL  
SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS,  
RESTRICTIONS, EASEMENTS AND OWNERS MAINTENANCE ASSOCIATION FOR SPRING HILL  
SUBDIVISION, made this 16<sup>th</sup> day of December, 2005, by Spring Hill, LLC, hereinafter called  
property owners.

WHEREAS, by Declaration of Protective Covenants, Reservations, Restrictions, Easements and  
Owners Maintenance Association dated May 11, 2001, and recorded in the Office of the Clerk of the  
County Commission of Berkeley County, West Virginia in Deed Book 669 at Page 426, the Owners and  
Developers, Spring Hill, LLC, subjected real property known as Lots 1 through 28, 63 and 64, and 66  
through 78, Spring Hill Subdivision, to all the rights, reservations, restrictions, covenants, conditions,  
easements, rights-of-way, liens, charges and assessments more fully set forth in said Declaration; and

WHEREAS, said Deed of Declaration of Protective Covenants, Reservations, Restrictions,  
Easements, and Owners Maintenance Association of Spring Hill Subdivision provided in said Declaration  
that additional lands could be annexed by the Developer to such subdivision; and

WHEREAS, the Developer filed a Supplemental Declaration of Covenants and Restrictions for  
Spring Hill Subdivision in Deed Book 681, at Page 688, and incorporating lots in Section 1, Phase 2,  
being Lots 29 through 62 and Lot 65, as the same are shown upon a plat in Plat Cabinet 9, at Slide 61;  
and,

WHEREAS, the Developer filed a Supplemental Declaration of Covenants and Restrictions for  
Spring Hill Subdivision in Deed Book 714, at Page 589, and incorporating lots in Section 2, being Lots 79  
through 143, as the same are shown upon a plat in Plat Cabinet 9, at Slide 75; and

WHEREAS, the Developer filed a Supplemental Declaration of Covenants and Restrictions for  
Spring Hill Subdivision in Deed Book 751, at Page 277, and incorporating lots in Section 3, being Lots  
144 through 193, as the same are shown upon a plat in Plat Cabinet 10, at Slide 61; and

WHEREAS, the Developer filed a Supplemental Declaration of Covenants and Restrictions for  
Spring Hill Subdivision in Deed Book 780, at Page 425, and incorporating lots in Section 3, being Lots  
144 through 193, as the same are shown upon a plat in Plat Cabinet 11, at Slide 8; and

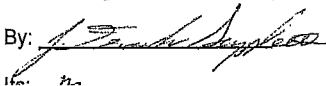
WHEREAS, the Developer desires at this time to annex lands to the Declaration of Protective  
Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill  
Subdivision, recorded in Deed Book 669, at Page 426, and to extend the scheme of the Covenants and  
Restrictions for Spring Hill Subdivision to said additional property hereafter described.

NOW, THEREFORE, the Developer declares that all of the real properties known as Spring Hill,  
Section 5, Phase 2, Lots 210 through 238 and 305 through 316, as more fully shown on a plat prepared  
by Thomas J. Cronin, WVPS # 9140, recorded in the Office of the Clerk of the County Commission of  
Berkeley County, West Virginia, in Plat Cabinet 11, at Slide 183, are and shall be held, transferred, sold,  
conveyed, and occupied subject to and together with the covenants, restrictions, easements, charges,  
assessments, and liens (sometimes referred to as "Covenants and Restrictions) set forth in that certain

or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of owners thereof.

WITNESS the following signatures.

SPRING HILL, LLC,  
A West Virginia limited liability company

By:   
\_\_\_\_\_

forth in that certain Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision, recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 669, at Page 426, et seq., and to those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements, dated the 26<sup>th</sup> day of June, 2001, and recorded in the aforesaid Clerk's Office in Deed Book 672, at Page 25, et seq.; further supplemented by that certain Second Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements, dated the 26<sup>th</sup> day of September, 2001, and recorded in the aforesaid Clerks' Office in Deed Book 679, at Page 144, et seq.; further supplemented by that certain Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements dated the 5<sup>th</sup> day of November, 2002, and recorded in the aforesaid Clerk's Office in Deed Book 714, at page 589; further supplemented by that certain Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements dated the 9th day of December, 2003, and recorded in the aforesaid Clerk's Office in Deed Book 751 at Page 277; and further supplemented by that certain Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions and Easements dated the 27th day of October, 2004, and recorded in the aforesaid Clerk's Office in Deed Book 780 at Page 425. All said easements, reservations, restrictions, covenants, conditions, rights, obligations, liens and assessments set forth in said Deed of Declaration of Protective Covenants, Reservations, Restrictions, Easements and Owners Maintenance Association for Spring Hill Subdivision, those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements, dated the 26<sup>th</sup> day of June, 2001, and recorded in the aforesaid Clerk's Office in Deed Book 672, at Page 25, et seq., those Supplemental Declaration and Amendment of Covenants, Conditions, Restrictions, and Easements dated the 26<sup>th</sup> day of June, 2001, as set forth in the aforesaid Clerk's Office, in Deed Book 679, at Page 144, and dated the 5<sup>th</sup> day of November, 2002, as set forth in the aforesaid Clerk's Office, in Deed Book 714, at Page 589, as set forth in the aforesaid Clerk's Office in Deed Book 751 at Page 277, and dated the 9th day of December, 2003, and as set forth in the aforesaid Clerk's Office in Deed Book 780 at Page 425, and dated the 27th day of October, 2004, being hereby incorporated herein by reference as if the same were set forth herein verbatim, and are further subject to and together with those Articles and related By-Laws as more fully set forth in the aforesaid Clerk's Office.

It is not the intention of, and it is hereby declared that nothing set forth in this Supplemental Declaration for Spring Hill Subdivision or nothing set forth in the original Declaration of Protective Covenants, Reservations, Restrictions, Easements, and Owners Maintenance Association for Spring Hill Subdivision shall be construed to prevent or prohibit the Developer or any other builder from building